NUMBER 52433. JAMES AND SANFORD TRS. TO JOS. LAWRENCE ET UX. RECORDED SEPT. 25, 1923.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of $1100.00 DOLLARS of which $50.00 CASH AND A LOT WHICH HAS BEEN CONVEYED VALUED AT $50.00 ~~DOLLARS has been paid in cash~~ by MAKING A TOTAL OF $100.00, CASH PAID, the receipt of which is hereby acknowledged, and for the remainder 67 NOTES HAVE BEEN EXECUTED, 66 OF WHICH ~~(Illegible) the said~~ ARE FOR $15.00 EACH AND THE LAST NOTE FOR $10.00. ALL OF SAID NOTES ARE ~~the~~ DUE CONSECUTIVELY MONTHLY FROM DATE AND THE FIRST NOTE MATURES SEPTEMBER 10, 1923.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, WE, VOLNEY JAMES AND WALTER SANFORD, TRUSTEES, have this day bargained and sold, and do hereby transfer and convey unto the said JOSEPH LAWRENCE AND WIFE, LAURA LAWRENCE heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LOTS 69 AND 70 FRONTING EACH 40 FEET ON THE SOUTHERLY SIDE OF WEST HILL STREET AND RUNNING BACK BETWEEN PARALLEL LINES 125 FEET TO AN ALLEY. SAID LOTS ARE IN T. M. STEGER'S SUBDIVISION OF THE NORTH END OF PART OF THE PILCHER BARROW LANDS CONVEYED TO T. M. STEGER BY DEED. SEE BOOK 139, PAGE 56, R.O.D.C. TENNESSEE, A MAP OF WHICH WAS MADE BY W. H. LYLE ON AUGUST 18, 1899, BUT NOT OF RECORD.

THE WITHIN CONVEYEE ASSUME ALL OF THE 1922 AND 1923 TAXES ON THE WITHIN CONVEYED PROPERTY AND ARE TO GET POSSESSION OF THE WITHIN CONVEYED PROPERTY ON OCT. 1, 1923.

Received for record and duly recorded in Book 4 Page 44 Fee $1.50
Witness: W. D. Martin
Mary O. Smith
Deputy Register

To the lawful owner and holder of the notes herein mentioned, hereby release the lien on the within described property, held to secure payment of said debt. This 27 day of May 1930
Witness: W. D. Martin
Mary O. Smith
Deputy Register

To Have and to Hold said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said JOSEPH LAWRENCE AND WIFE, LAURA LAWRENCE, THEIR heirs and assigns, forever. WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unincumbered.

WE further covenant and bind OUR heirs and representatives, to warrant and forever defend the title to said real estate to said JOSEPH LAWRENCE AND WIFE, LAURA LAWRENCE, THEIR heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid, WE, the said JOSEPH LAWRENCE AND WIFE, LAURA LAWRENCE do hereby transfer and convey unto W. B. MARR, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WE, the said JOSEPH LAWRENCE AND WIFE, LAURA LAWRENCE, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $750.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE, the said JOSEPH LAWRENCE AND WIFE, LAURA LAWRENCE, shall pay the notes aforesaid when due, according to their terms and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails, before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2d. To the payment of all taxes which may be unpaid on said premises.

3d. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to JOSEPH LAWRENCE AND WIFE, LAURA LAWRENCE, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's office for Davidson County, Tennessee, and the title herein conveyed to W. B. MARR, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

In Witness Whereof, We, the said VOLNEY JAMES AND WALTER SANFORD, TRUSTEES and JOSEPH LAWRENCE AND WIFE, LAURA LAWRENCE, hereunto set our hands at NASHVILLE, Tennessee, this the 5TH day of SEPTEMBER, 1923.

AS TO RATIFICATION BY US, OF ALL THE TERMS OF THE WITHIN INSTRUMENT, WE JOIN IN THE EXECUTION OF SAME.

WALTER SANFORD, TRUSTEE
VOLNEY JAMES, TRUSTEE
JOSEPH LAWRENCE
LAURA LAWRENCE

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, C. C. MOONEY, a Notary Public in and for said County and State, the within-named VOLNEY JAMES AND WALTER SANFORD, TRUSTEES, JOSEPH LAWRENCE AND WIFE, LAURA LAWRENCE, the bargainorS, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And LAURA LAWRENCE, wife of the said JOSEPH LAWRENCE, having appeared before me privately and apart from HER husband, the said LAURA LAWRENCE, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 14TH day of SEPT. 1923.

My commission expires on the 4 day of OCT. 1924. (SEAL) C. C. MOONEY, Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, , a Notary Public in and for said County and State, the within-named , the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

And , wife of the said , having appeared before me privately and apart from husband, the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at , Tennessee, this day of , 192

My commission expires on the day of , 192 , Notary Public.

U.S.P.S. $1.50
RECEIVED SEPTEMBER 14, 1923, 10:05 A.M.